

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
DIVISION OF JUDGES, SAN FRANCISCO BRANCH OFFICE

UNITED STATES POSTAL SERVICE

and

Case 28–CA–108760

NATIONAL ASSOCIATION OF LETTER  
CARRIERS, BRANCH 1069,  
affiliated with NATIONAL ASSOCIATION  
OF LETTER CARRIERS, AFL–CIO

and

Case 28–CA–109727

NATIONAL ASSOCIATION OF LETTER  
CARRIERS, BRANCH 989,  
affiliated with NATIONAL ASSOCIATION  
OF LETTER CARRIERS, AFL–CIO

and

Case 28–CA–111887

NATIONAL ASSOCIATION OF LETTER  
CARRIERS, BRANCH 1509,  
affiliated with NATIONAL ASSOCIATION  
OF LETTER CARRIERS, AFL–CIO

and

Cases 28–CA–110542  
28–CA–117755  
28–CA–119047  
28–CA–124588

NATIONAL ASSOCIATION OF LETTER  
CARRIERS, SUNSHINE BRANCH 504,  
affiliated with NATIONAL ASSOCIATION  
OF LETTER CARRIERS, AFL–CIO

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for the General Counsel.

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Law Department – NLRB, U.S. Postal Service,  
St. Louis, Missouri, for Respondent.

## DECISION

## Statement of the Case

5 WILLIAM L. SCHMIDT, ADMINISTRATIVE LAW JUDGE. This is another case involving  
 allegations that the United States Postal Service (Respondent or USPS) failed to meet its  
 obligation under Section 8(a)(5) and (1) of the National Labor Relations Act (Act) by failing to  
 provide information, or failing to provide information in a timely manner, to its employees’  
 10 bargaining representative at various postal facilities in the State of New Mexico. The  
 representative involved here is the National Association of Letter Carriers (NALC). I heard this  
 case on June 17 and 18, 2014, at Albuquerque, New Mexico.

15 On the entire record, including my observation of the demeanor of the witnesses, and  
 after considering the briefs filed by counsel for the General Counsel and Counsel for the USPS, I  
 make the following

## FINDINGS OF FACT

## I. JURISDICTION

20 Respondent USPS is subject to the jurisdiction of the National Labor Relations Board  
 pursuant to Section 1209 of the Postal Reorganization Act of 1970. The USPS admits that the  
 National Association of Letter Carriers, AFL–CIO (NALC), and NALC Branches 504  
 25 (Albuquerque), 989 (Santa Fe), 1069 (Roswell), and 1509 (Silver City) are each labor  
 organizations within the meaning of Section 2(5) of the Act.

## II. ALLEGED UNFAIR LABOR PRACTICES

*A. Background*

30 The unfair labor practice charges trickled in over a period of time. As the General  
 Counsel’s office made determinations concerning the merit of the charges, the original complaint  
 was amended. By the time of the hearing, the operative complaint was the “Fourth Consolidated  
 35 Complaint.” GC Exh. 1(aa). Prior to the hearing, I granted Respondent’s motion to strike  
 paragraphs 6(e) and 6(u) from the complaint. GC Exh. 1(hh) At the hearing, I then granted  
 counsel for the General Counsel’s motion to amend the complaint to add a new paragraph 6(e)  
 and 6(u) in accord with his prehearing notice. GC Exh. 1(ff). On the second day of the hearing,  
 I also granted General Counsel’s motion to withdraw complaint paragraph 6(h) and the related  
 40 paragraphs, 6(p) and (x), allegations derived from the charge in Case 28–CA–124588 based on  
 his counsel’s representation that Respondent timely provided this information in another matter.  
 Tr. 312–313.

45 The USPS and NALC are parties to a national collective-bargaining agreement (CBA)  
 applicable to the city letter carriers that is effective by its terms from January 10, 2013, until May  
 20, 2016. NALC delegates authority to its local branches to administer the agreement at the  
 local level. The appointed affiliates involved in this case are Branch 504 in Albuquerque,  
 Branch 989 in Santa Fe, Branch 1069 in Roswell, and Branch 1509 in Silver City.

The nine Albuquerque sites where NALC represents employees are known by the following common names: Main Office Carrier Annex (MOCA), Five Points station, Steve Schiff station, Pino station, Manzano station, Highland station, Foothills station, the Uptown station, and the Airport station. This case also involves NALC’s representation activities at other postal facilities located in Roswell, Santa Fe, and Silver City, New Mexico.

On May 24, 2013, the United States Court of Appeals for the Tenth Circuit approved a Consent Order signed by the Postal Service and the NLRB. The Consent Order, in turn, subjects the Postal Service’s facilities in the city of Albuquerque to certain orders, including the following order at paragraph 4:

IT IS FURTHER ORDERED that . . . the Postal Service will identify to each labor organization representing employees at any of the Postal Service facilities covered by this Order one or more individuals for each of these facilities to act as the Designated Management Official(s) (“DMO”) to whom the labor organizations and their agents shall submit requests for information.

GC Ex. 15 (emphasis added). Following the effective date of this consent decree the Postal Service provided NALC Branch 504 with a list of the DMO’s to whom information requests should be sent for almost all of the covered Albuquerque stations.

Article 15 of the CBA contains the grievance-arbitration procedure the parties utilize to resolve issues that arise under the agreement. Section 2 of article 15 sets forth the various steps of the procedure. The process begins at Informal Step A (ISA), the preliminary that frequently involves pregrievance information requests. That step provides that an aggrieved employee must discuss the grievance with his immediate supervisor within 14 days of the time the employee or the union learned of the problem. By the terms of Section 2, “the parties are encouraged to jointly review all relevant documents to facilitate resolution of the dispute.”<sup>1</sup> When a possible dispute or grievance arises, the NALC agents (local officials or stewards) utilize a preprinted union form subtitled “Request for Documentation and Steward Time to investigate possible grievance” that frequently serves as the union’s initial request for information. The form also provides space for the local steward or officer to detail the documents requested and spaces for the supervisor or other local manager to acknowledge the information request.

If no resolution is reached as the ISA meeting, the union may elect to “appeal” the matter to the next level known as Formal Step A (FSA). That appeal must be made within 7 days after the ISA meeting. The FSA provision provides that, absent an agreement to meet later, the “installation head or designee will meet with the steward or a union representative . . . no later than seven . . . days following receipt of the Joint Step A Grievance Form.” See GC Exh. 36.

Section 3 of CBA article 31 (R. Exh. 11) encompasses the parties’ agreement about sharing of information for bargaining and contract administration purposes. It provides:

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<sup>1</sup> The CBA specifically provides that the supervisor and the steward or other union representative are empowered to resolve the issue in dispute but any resolution reached at this level does not become precedent for any purpose.

The Employer will make available for inspection by the Union all relevant information necessary for collective bargaining or the enforcement, administration or interpretation of this Agreement, including information necessary to determine whether to file or to continue the processing of a grievance under this Agreement. Upon the request of the Union, the Employer will furnish such information, provided, however, that the Employer may require the Union to reimburse the USPS for any costs reasonably incurred in obtaining the information.

Requests for information relating to purely local matters should be submitted by the local Union representative to the installation head or designee. All other requests for information shall be directed by the National President of the Union to the Vice President, Labor Relations.

Nothing herein shall waive any rights the Union may have to obtain information under the National Labor Relations Act, as amended.

### *B. The Legal Duty to Provide Information under the NLRA*

Section 8(a)(5) and 8(d) obligates an employer to furnish information requested by its employees' bargaining representative that is relevant and necessary for the proper performance of its representative duties. *NLRB v. Acme Industrial Co.*, 385 U.S. 432, 437 (1967); *NLRB v. Truitt Mfg. Co.*, 351 U.S. 149 (1956).

The Board treats wage and related information pertaining to bargaining unit employees as presumptively relevant because that information "concerns the core of the employer-employee relationship." As to this type of information, a union is not required to show the precise relevance, unless the employer provides some effective rebuttal. However, where the information sought does not pertain to the unit employees' terms and conditions of employment, the representative must demonstrate relevance as an initial matter by reference to particular circumstances. *Coca-Cola Bottling Co.*, 311 NLRB 424, 425 (1993), quoting *Curtiss-Wright Corp. v. NLRB*, 347 F.2d 61, 69 (3d Cir. 1965). The Board applies a liberal, discovery-type standard to determine relevance. *Quality Building Contractors, Inc.*, 342 NLRB 429 (2004).

An employer has a duty to furnish relevant information in a timely manner or adequately explain its failure to do so. *Regency Service Carts*, 345 NLRB 671, 673 (2005); *Beverly California Corp.*, 326 NLRB 153, 157 (1998). The Board does not apply a per se rule when deciding whether the employer timely furnished requested information. Instead, it considers the totality of the circumstances to decide whether the employer made a "reasonable good faith effort to respond to the request as promptly as circumstances allow." *Good Life Beverage Co.*, 312 NLRB 1060, 1062 fn. 9 (1993), citing *E. I. Du Pont & Co.*, 291 NLRB 759 fn. 1 (1988).

### *C. The Complaint Allegations*

#### 1. The Albuquerque Charges

**1. Relevant Facts as to Complaint Paragraphs 6(d), (l), and (t):** These allegations arose from the charge filed by NALC Branch 504 in Case 28–CA–110542. The claim here is that the USPS

unreasonably delayed furnishing Branch 504 with requested information about its reasons for delaying the implementation of route adjustments at the Uptown station in Albuquerque.

USPS and NALC adopted a memorandum of understanding (MOU) recognizing that “it is in the best interests of the Postal Service for letter carrier routes to be in proper adjustment.” This MOU provides that when the regular carrier requests a special mail count and inspection, the inspection must be completed within 4 weeks. If the mail count and inspection warrant a route adjustment, that action must be completed within 52 calendar days after the mail count. However, the MOU authorizes the division general manager to grant an exception to the 52-day limit “when warranted by valid operational circumstances.” GC Exh. 20.

On June 10, 2013, Arizona District Manager John DiPeri, whose office is located in Phoenix, Arizona, officially notified David Pratt, the Branch 504 president, that the implementation of route adjustments at the Albuquerque Uptown station had been extended for “valid operational circumstances” to July 13, 2013, apparently beyond the MOU’s 52-day limit. DiPeri’s letter then set forth nine detailed reasons for granting the extension that reflect DiPeri granted the extension primarily due to numerous difficulties associated with the computer programs USPS uses in the route adjustment process.

A month later, on July 9, Pratt sent a letter replying to DiPeri’s extension notice. In it, Pratt objected to the extension and requested DiPeri to: 1) “define, in specific terms, the exact operational effects of these circumstances in relation to our mission the delivery of U.S. Mail,” and provide the union with any supporting documentation for this claim, and 2) provide the union with any other supporting documentation related to any additional reasons for the extension.

DiPeri never responded. On August 2, Branch 504 filed the charge in Case 28–CA–110542. After learning of the charge, Lerene Wiley, the human resources manager at the USPS Arizona District, located responsive materials and sent them to Pratt in a letter dated September 6, 2013. By that time, Pratt and the manager of the Uptown station had resolved the route adjustment at issue.

**Analysis and Conclusion:** The General Counsel’s brief argues that the delay between the time of Pratt’s July 9 request and Wiley’s September 6 response constitutes undue delay. Respondent admits in its answer that the information Pratt sought was “necessary and relevant” but it argues that it provided the information within a reasonable time under the circumstances. Respondent argues that Pratt is to blame for the delay here because he failed to send his request to proper DMO and that he used the wrong format. The USPS asserts that the request should have been sent to the designated DMO for the Uptown station rather than to DiPeri as he was not the DMO for that location.<sup>2</sup> Respondent also asserts that Pratt did not format his request for information in the customary manner so that it would be difficult to recognize the information request at the end of his July 9 letter.<sup>3</sup>

<sup>2</sup> R. Exh. 20 lists the DMO’s in Albuquerque pursuant to the court’s order. It does not contain a specific designee for the Uptown station located at 2505 Graceland in Albuquerque. The only reference to the Uptown station in that exhibit is the designation of the Uptown station manager as the DMO for the Kirtland AFB station located elsewhere.

<sup>3</sup> Respondent offered examples claiming to show Pratt’s past practice of inserting the words “letter of request” in the subject line of his letters and identifying contractual provision that would signal an information request. Pratt denied that he had any particular past practice.

Finally, when it did become clear that Pratt sought information the Respondent might be obliged to provide, Wiley quickly gathered the information and forwarded it to him.

Respondent's very narrow technical arguments lack merit. Concededly, DiPeri is not the DMO for the Uptown station but Pratt's request dealt with the reasons underlying the decision DiPeri is empowered to make concerning extensions of changes to routes. But more importantly, the route adjustment MOU gives no indication that either the local station manager or any other local manager has the slightest official responsibility in this area. Instead, it places that responsibility in a "division manager." For whatever reason, DiPeri, a "district manager," issued the extension notice here. The differentiation between a division manager and a district manager is not explained but I find that has no significance as DiPeri clearly granted the extension. For this reason, I further find DiPeri would be the obvious person to whom the request should have been submitted. To hold that Pratt's request should have been sent to a local official who has little, if anything at all, to do with the extension issues would only build more delay into the sharing of relevant and necessary information.

Nor do I find merit to Respondent's claims concerning Pratt's failure to follow some particular request format, whether devised by him or not. In this context, it is reasonable to presume that an official at DiPeri's level reads his own mail, or employs a competent subordinate to screen his mail and identify matters requiring a response. On top of that, it is clear that DiPeri understood the route adjustment MOU sufficiently to know that the bargaining representative must be notified. For this reason, I find it amazingly unimaginable that he would not realize that the bargaining representative might have further questions about his extension notice, a matter of obvious importance to the represented rank and file letter carriers.

As Respondent admits that the information sought here was relevant and necessary for the bargaining agent to perform its representative duties, and as the bargaining agent received no response for more than 2 months, I find Respondent violated Section 8(a)(5) and (1) by its unreasonable delay in providing the information Pratt sought in his July 9 letter.

**2. Relevant Facts as to Complaint Paragraphs 6(e), (m), and (u):** These allegations grew out of the charge in Case 28–CA–119047 that NALC Branch 504 filed on December 16, 2013. As amended at the hearing, these complaint paragraphs allege that the USPS unreasonably delayed responding to Branch 504's written request of September 13, 2013, seeking "copies of all contractual materials" relied upon in refusing to allow former CCA Laura Lucero to utilize her earned annual leave. The USPS never responded to the request until January 16, 2014. Branch 504 sought the information to evaluate Lucero's ISA level grievance at the time.

Roy Smith, Branch 504's steward at the MOCA station, submitted his September 13 request described in the complaint paragraph 6(e) to Dennis Molnar, a USPS supervisor from Tucson, Arizona, temporarily assigned to work at the MOCA station on Molnar's last day of work in New Mexico. Molnar gave the request to Customer Service Manager Al Baca who retired in January 2014, without responding to Smith's request.

Finally, on January 16, 2014, Edward Alvizo, a labor relations agent at the MOCA station, wrote to Smith advising that USPS had not relied on any contractual provisions in Lucero's situation. Instead, he advised that as a "former" employee, "Ms. Lucero would not be eligible to use any earned leave" because she no longer works for the USPS. However, Alvizo offered to request the USPS accounting office in Arizona to research Lucero's payment records

to determine whether she receive a payment for her accrued leave when she left her position. No explanation was provided for the failure to respond earlier.

5 **Analysis and Conclusion:** The General Counsel argues that the delay by the USPS in responding to Smith’s request was unreasonable. In its posthearing brief, the USPS concedes that even the delay to January 16 in this instance was unreasonable. I agree. See e.g. *Pan American Grain Co.*, 343 NLRB 318 (2004), *enfd.* in relevant part 432 F.3d 69 (1st Cir. 2005) (3-month delay unreasonable); *Woodland Clinic*, 331 NLRB 735, 737 (7-week delay unreasonable).  
10 Accordingly, I find that the USPS violated 8(a)(5) and (1) by its unreasonable delay in providing information that Steward Smith requested on September 13 related to Lucero’s leave grievance.

15 **3. Relevant Facts as to Complaint Paragraphs 6(g), (o), and (w):** These allegations grew out of the charge in Case 28–CA–117755 that Branch 504 filed on November 25, 2013. The complaint alleges that Respondent unreasonably delayed furnishing requested information requested by Branch 504. Respondent’s answer admits Branch 504 requested the certain information on October 29, 2013, but avers that the USPS furnished the requested information on November 27. In fact, the evidence shows that Respondent furnished the requested information to Branch 504 more than a week before November 27. Regardless, Respondent denies that it  
20 unreasonably delayed furnishing the information as claimed by the General Counsel.

Complaint paragraph 6(g) alleges that Branch 504 requested the following information on October 29, 2013:

- 25 1. All materials management relied upon for tracking and otherwise ensuring equitable distribution of overtime during the referenced quarter in the station [quarter 2].
2. The Station Overtime Desired List, current for the above referenced Quarter and showing all changes in the list during the referenced quarter.
3. Management’s completed Equitable Overtime Tracking for the referenced quarter.
- 30 4. Any weekly Executive Summary or equivalent document for each week of the referenced period.
5. The overtime hours worked and opportunities offered as posted and updated at the end of the referenced quarter.
6. Hours Analysis report or equivalent document for all ODL carriers in the station for the referenced period.
- 35 7. Employee All Report or equivalent documents for all ODL carriers for the referenced period.
8. Any current Modified Job Offer or written light or limited duty assignment for any ODL carrier on the list which affects his/her overtime work opportunities.
- 40 9. Any Supervisors Documentation of the Informal Step A Meeting form or equivalent document.

45 The request was made in the form of a letter as well as a fax. Branch 504 sought this information in connection with a “class action” grievance initially filed on July 1, 2013, involving the distribution of overtime at the Five Points station. Branch 504 President Pratt explained the grievance charged that management failed to properly track and equitably distribute overtime among the station’s city letter carriers during the period from April 1 through

June 3. The supervisor and the steward held ISA meeting on July 22 but reached no resolution. For that reason, Branch 504 appealed the grievance to the FSA level.<sup>4</sup>

5 On August 23, 2013, the USPS appointed Arthur Martinez the manager of the Five Points station. That appointment automatically made Martinez the DMO for Five Points. In addition, the USPS relocated some or all of the supervisors who worked at Five Points when the overtime grievance first arose.

10 Branch 504 faxed its overtime information request to Martinez on October 29, the same day that his mother died. Because of his absence from work, Martinez first saw the request when he returned to duty on November 5. As he never previously knew of the grievance, he searched the former station manager's records but could not locate it. His failure to find a record of the grievance caused Martinez to question its timeliness so he emailed two of the former supervisors  
15 seeking to learn about the grievance but he never received a reply. But when he contacted an area labor relations representative in Arizona with responsibility for the Five Points station, he confirmed the grievance's existence and set about to find the information requested.

20 On November 8, Martinez sent a letter to Pratt explaining that he had "no information on hand" about the grievance and requesting an extension to November 18 in which to furnish information. GC Exh. 18. When Pratt finally responded a week later, he refused to extend the time for furnishing the information and demanded that Martinez furnish the requested information forthwith. Meanwhile, Martinez located the information sought and mailed it to Pratt who signed for the documents on November 19. R. Exh. 7.

25 **Analysis and Conclusion:** The General Counsel argues that this request involved readily accessible overtime records that should have been provided sooner than the 22 days he claims it took in this instance. No claim is made that the materials delivered to the union on November 19  
30 were insufficient. The Respondent argues that Martinez acted with reasonable diligence by responding to the information request within 13 days of the time he first became aware of the information request.

35 Because the material sought essentially concerned time records of unit employees and their requests to be considered for overtime, the information was presumptively relevant to the processing of a grievance about the equitable distribution of overtime work for those employees. Contrary to the General Counsel assertions, I find that Martinez acted with reasonable diligence in obtaining and furnishing the requested information to the Branch 504.

40 The grievance involved arose before Martinez and apparently other supervisors at the Five Points station were appointed to their positions.<sup>5</sup> Based on his impressive demeanor and

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<sup>4</sup> By the terms of the CBA, Branch 504 would have had 7 days in which to file its appeal.

45 <sup>5</sup> My conclusion that the subordinate supervisors at Five Points were no better informed about the overtime grievance than Martinez is based on his efforts to contact former Five Points supervisors who had been relocated elsewhere by the time the union faxed the October 29 request. This action suggests that, like Martinez, the subordinate supervisors at Five Points were likely new to the station and would not know about this particular grievance.



account of his efforts to provide the requested documents, I credit Martinez’ assertion that he simply could not locate information about this grievance locally due to the prior manager’s filing system. With the help he eventually received from the USPS labor relation representative in Arizona, Martinez succeeded in furnishing the information within 14 work days after Branch 504 faxed its request to the Five Points station and within 9 work days of the time Martinez first became aware of the request.

Additionally, when Martinez first learned of the request, he diligently pursued the grievance and the information. The fact that he promptly notified the Union that he would require added time and request its acquiescence strongly suggests a good faith pursuit on his part. Finally, within 2 days after the union rejected his extension request, Martinez forwarded the information to Pratt.

Based on these circumstances, I am unable to conclude that the 14 work days it took to accomplish all of this amounted to the lack of a good-faith effort on Respondent’s part, especially where, as here, Martinez notified the Union on November 8 that he was engaged in locating and compiling the requested information. *Good Life Beverage Co.*, supra. Accordingly, I recommend dismissal of this allegation.

## 2. The Roswell Charges

**1. Relevant Facts as to Complaint Paragraphs 6(a),(i), and (q):** These allegations grew out of the charge filed in Case 28–CA–108760 on July 8, 2013, by Tommy Nichols, President of NALC Branch 1069 in Roswell. Complaint paragraph 6(a) alleges that Branch 1069 requested the following information on May 29, 2013:

1. A copy of FTC Everything Report for 5-2-13;
2. A copy of all city letter carrier 3972 since beginning of year;
3. A copy of Holiday Signup/Mandate for 5-2-13; and
4. Time to copy PS 3971s from January 1, 2013, to present.

Complaint paragraph 6(i) alleges that this information is relevant and necessary for the Union to perform its collective-bargaining duties and paragraph 6(q) alleges that the Respondent failed and refused to furnish the information requested. The USPS’s answer essentially admits 6(a), admits paragraph 6(i) but denies 6(q).

This issue grew out of a May 29, 2013, request by the Roswell management that Ralph Perez, a city letter carrier, provide documentation from a medical provider for the paid sick leave he recently claimed. On that same day, Union President Nichols hand delivered to Ralph Griffo, a supervisor at the Roswell Postal Annex, a copy of the Union’s standard form subtitled “Request for Documentation and Steward Time to investigate possible grievance.”

On the form, Nichols listed the “documentation” he sought, and made requests for time to inspect and copy other related postal records as well as time to “investigate, write up and process a grievance.” The documents listed in the complaint are the documents Nichols sought or asked

to inspect and copy. The form also contains a request for 4 hours of worktime to investigate the “possible” grievance. Griffio signed and dated the form to acknowledge its receipt.<sup>6</sup>

5        Shortly after Nichols submitted the request, he and Griffio took overlapping leave time. Nichols’ leave ran from June 5 through June 9; Griffio’s ran from June 8 through June 17. When he returned on June 18 or 19, Griffio asked Nichols if he still needed the information requested on May 29. Nichols told Griffio that he did not because he already “sent it up” meaning he had appealed the grievance to the FSA level so the matter was now pending before Roswell Postmaster Karla Murphy, the USPS designee.

10        In his appeal, Nichols noted that Supervisor Griffio had refused to meet at the ISA level, a breach of the USPS policy requiring that supervisors meet. After Griffio explained to Murphy what had happened, i.e., that Nichols had submitted the appeal during his absence, Murphy met with Nichols and Griffio and insisted that they meet before the matter was brought to the FSA level. No evidence shows that Nichols objected. She also instructed Griffio to provide the information Nichols asked to see on May 29. Murphy said she never heard anything further about the matter.

15        Nichols flatly denied that Respondent ever provided him with the information he requested on May 29. Griffio disputes Nichols’ claim. Griffio asserted that he provided the information, which amounted to about 100 pages in all, to Nichols along with a cover letter on June 27. At the hearing, Griffio claimed that he could no longer provide his copy of the entire document by that time but did provide a copy of the cover letter that appears to bear a staple mark in the upper left corner. R. Exh. 3. In pertinent part the cover letter states:

20        I am providing you with the following:

- 25            1. Time to interview Ray Perez will be granted at an agreed time
- 30            2. Copy ETC Everything Report for 05/25/2013
3. Copy of all City Carrier 3972 since beginning of year
4. Copy of Holiday sign up/mandate sheet for 05/25/2013
5. You may view and copy PS 3971’s and ETC’s from 01/01/13 – present

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40        <sup>6</sup> During his questioning at the hearing and in his brief, counsel for the General Counsel assumed that this particular form is a joint form used by the parties at the ISA level of the grievance procedure and argues strenuously that the absence of signatures in the spaces to acknowledge that requested information had been provided shows that it was not, in fact, provided. However, the form bears only the NALC logo. Other forms used in the grievance procedure, bear the logos of both parties. In the absence of proof otherwise, of which there is none here, I have inferred that the particular form used for the May 29 request (and other requests) is a NALC form prepared for use by its stewards and not a joint form. Moreover, Nichols himself admitted that Griffio never made use of the form at the ISA level and Griffio asserted that he ordinarily prepared his own cover letter when he turned over requested documents. Hence, I find the absence of Griffio’s signature on the form showing that he supplied the requested documents is entirely without significance.

6. Time to investigate, write up and process grievance will be granted at an agreed time

5 I hope that the information being provided will meet the union's need. If you feel that the information is not responsive to the union's request, please let me know so that we can schedule a meeting to discuss the documents and how the Postal Service can accommodate your needs under the Collective Bargaining Agreement.

10 Griffio said he had no further contact from Nichols about the requested information after that.

The cover letter is addressed to "NALC" at 497 W. Basher in Roswell. That address is the location of the Roswell Annex where Griffio and Nichols are both stationed along with other letter carriers. Nichols always asked that union correspondence be hand delivered to him there.

15 **Analysis and Conclusions:** The General Counsel failed to prove these allegations by a preponderance of the credible evidence. Most of the relevant facts, adduced almost entirely through Respondent's witnesses Griffio and Murphy, concerning the interactions between the parties at least up to June 27 are undisputed. Apart from asserting that he received no response  
20 at all to his information request, Nichols simply said virtually nothing about the interactions described by Griffio and Murphy. Hence, most of those managers' assertions are uncontradicted. I have no independent basis on which to discredit their claims.

25 In this posture, the credible evidence warrants the inference that no actual grievance in the Perez matter was ever filed and that the appeal from the matter pending at the ISA level amounted to an appeal of the request for information and paid steward time to investigate the potential grievance. In the absence of an actual grievance, Postmaster Murphy's action in returning the matter to the ISA level appears to be plausible and reasonable. Her uncontradicted testimony merits the inference that Nichols acquiesced in this approach.

30 The lack of evidence that Nichols pursued this matter following its return to the ISA level strongly suggests a lack of interest in pursuing this grievance investigation. This inference is supported by the lack of evidence that Nichols ever ask Griffio, following their meeting with Murphy, when the requested materials would be produced, or when he could conduct his witness  
35 interviews and the document inspections he earlier requested. If indeed he did not actually receive Griffio's June 27 submission, as he claims, a mere inquiry on his part would have brought this fact to light. Instead the only known action he took was to file a NLRB charge. That conduct strongly suggests another motive unrelated to the actual processing of a grievance was at work. Additionally, it has led me to credit Griffio's claim that he actually furnished the  
40 information on June 27 as he claims. In view of this conclusion, I will recommend the dismissal of these allegations.

45 **2. Relevant Facts as to Complaint Paragraphs 6(b), (j) and (r):** These allegations also grew out of the charge filed in Case 28–CA–108760. Complaint paragraph 6(a) alleges that Branch 1069 made a written request for the following information on about June 1, 2013:

1. Documentation of clerks reassigned into the carrier craft;
2. Copies of reassignment clerks bid on vacant Tech positions or management placement; and
3. Copies of CCA's opting form on vacant Tech tours.<sup>7</sup>

Complaint paragraphs 6(j) and 6(r) allege, respectively, that this information is relevant and necessary for the Union to perform its collective-bargaining duties, and that Respondent failed and refused to furnish it to the Union. Respondent's answer denies all three allegations.

The Union's potential grievance leading to this information request related to the reassignment of some employees from the clerk and maintenance crafts to carrier positions, and their subsequent carrier assignments. On June 1, 2013, Nichols submitted the written request to Griffo for the information detailed at the complaint paragraph 6(b). GC Exh. 7.

Griffo notified Nichols in writing that he passed the Union's request on to Postmaster Murphy because he did not have access to the documents involved. Nichols claims that Respondent never provided any of the requested information to the Union.

Murphy had no recollection of ever seeing the Union's June 1 request but asserts that, based on documents routinely provided or available to the Union, the information sought had been provided. Thus, according to Murphy, a notice posted at the carriers' annex on May 10 and provided separately to the Union, answered the first two items of the Union's June 1 request. R. Exh. 9. Had Nichols ever asked her directly for the information, Murphy said she would have simply taken the May 10 notice from the bulletin board and given it to Nichols. Nichols asserts that the May 10 notice is insufficient as the union sought the underlying documents related to the reassignments and bids referred to in items 1 and 2 of the request.

Second, Murphy asserts that the CCA "opting form" referred to in the Union's third request is always attached to the weekly schedule that is routinely provided to the Union. Nichols contradicted this assertion by Murphy.

**Analysis and Conclusions:** The General Counsel contends that regardless of the information that might or might not have been available to the Union, the Respondent's failure to provide any substantive response to the Union's June 1 request violated the Act.

At the outset, I find the General Counsel sustained the burden of establishing that the documents sought by the Union on June 1 were necessary and relevant to the performance of its duties as the collective-bargaining representative. Nichols credible testimony that his inquiry related to questions and possible grievances pertaining to the reassignment of nonunit employees to unit positions, the seniority acquired in the unit, and the propriety of their subsequent assignments relates to terms and conditions of employment of the employees in the letter carriers' unit and, as such, is presumptively relevant. *SBC Midwest*, 346 NLRB 62 (2005), citing *NLRB v. Acme Industrial Co.*, 385 U.S. 432 (1967) ("An employer's duty to bargain collectively under the Act

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<sup>7</sup> CCA refers to the position of city carrier assistant, a noncareer position within the postal service.

includes an obligation to furnish information that allows a union to decide whether to process a grievance.”) See also *United States Postal Service*, 337 NLRB 820 (2002). (Employer unlawfully refused to provide union with requested information necessary in deciding whether to file and pursue grievance). Respondent failed to rebut the presumptive relevance of the information the Union sought on June 1.

Here, as in the *Postal Service* case cited above, the Union received no response to its June 1 request apart from advice from Griffo that he had passed their request on to the postmaster. The fact that Respondent’s officials mistakenly believed the Union had access to the information it sought because of the documents routinely shared with the Union in the regular course of business or that were made public to the entire work force is not a defense in the circumstances here. As it turned out, not surprisingly, the March 18 and May 10 announcements of the Respondent’s fait accompli assignments of nonunit employees, or recently appointed unit employees, to unit positions were not the documents Nichols sought in items 1 and 2 of the request. Rather, as Nichols explained, he sought the documents on which the USPS officials relied in making the appointments announced in the March and May notices. Similarly, to the degree that Respondent furnished the CCA opting forms as it claimed, its silence following the receipt of the June 1 request for this information caused their misunderstanding to fester up to and through the hearing. The Board long ago rejected contentions of this nature in *Ellsworth Sheet Metal*, 232 NLRB 109 (1977):

. . . [W]e find that, once the request for information was received, it was incumbent on Respondent to react in some manner to the request and that the Union was not required to do more as a precondition to establishing its right to have the information produced.

Respondent’s conduct in this instance did not comply with that legal obligation. Accordingly, I find that Respondent violated Section 8(a)(5) and (1), as alleged, by failing to respond to the Union’s June 1 request for information.

### 3. The Santa Fe Charge

**Relevant Facts as to Complaint Paragraphs 6(c), (k), and (s):** These allegations grew out of the charge in Case 28–CA–109727 that Branch 989 (Union) filed on July 23, 2013. Complaint paragraph 6(c) alleges that the Union requested in writing on about June 19, 2013, and again on July 15, 2013, that Respondent provide copies of John Quintana’s payroll summary report for pay periods 2013-11 and 2013-12. Complaint paragraph 6(k) alleges that the information is necessary and relevant for the Union to perform its collective-bargaining duties. Complaint paragraph 6(s) alleges that Respondent unreasonably delayed furnishing the requested information to Branch 989. Respondent’s answer admits that the Union requested the information on the dates alleged in complaint paragraph 6(c). It also admits complaint paragraph 6(k) but denies complaint paragraph 6(s).

This case grew out of the investigation and processing of a potential grievance on behalf of John Quintana, a city letter carrier in Santa Fe, related to miscellaneous charges deducted from his pay check. On June 19, 2013, Branch 989 Steward Patricia Chavez submitted a written information request on the Union’s standard request form to Lonnie Sanchez, an acting supervisor at the Coronado station in Santa Fe, New Mexico, seeking the payroll summary report for pay period 2013-11 and 2013-12 for John Quintana. Having not received the information by July 15, Chavez submitted the same request to Eric Setter, the Coronado station manager.

Having not received the information by July 23, Chavez filed an unfair labor practice charge on behalf of the Union.<sup>8</sup>

On July 29, Chavez met with Wayne Redmond, a postal service supervisor, concerning the Quintana matter. Presumably, not much could be done to resolve the matter because the requested payroll summary reports had not been furnished. However, Chavez and Redmond signed off on the ISA portion of the Joint Step A grievance form so the matter could be advanced to the FSA level. GC Exh. 3.

Meanwhile, Susan Yarbrow, the acting Santa Fe Postmaster at the time, learned about the NLRB charge Chavez filed from an individual in the USPS legal department near the end of July and began looking into the situation herself. She found that the two supervisors who had received the information requests from Chavez in had not logged them into the local tracking system maintained by the postmaster's secretary in accord with the local practice. That led Yarbrow to seek the information herself from the USPS payroll department. Yarbrow received copies of the two payroll summaries on August 8 and forwarded them to Chavez via certified mail the next day. Chavez signed for the letter containing the payroll summaries on August 13.

In the meantime, Union President Marcos Gonzales met with Santa Fe FSA designee Jennifer Montoya on August 12 to deal with a number of grievances, including the Quintana issue. When the Quintana matter came up, Montoya professed to have never heard about the information request and requested a couple of days before considering the matter. Gonzales agreed. Before they met again on August 14, Montoya spoke with Yarbrow about the matter and learned that the postmaster had just obtained a copy of the information Chavez had sought all along. When they met again on August 14, Montoya provided copies of the two Quintana payroll summaries to Gonzales that she obtained from Yarbrow and they quickly settled the substantive aspect of the Quintana matter after the Union agreed that the miscellaneous deductions from Quintana's pay were legitimate.<sup>9</sup> However, the Union continued to press the portion of the grievance asserting that the USPS had violated article 15 of the NALC contract by failing to furnish the information in a timely manner.

**Analysis and Conclusions:** The General Counsel argues that Respondent violated 8(a)(5) and (1) by failing to furnish the information Chavez initially requested in mid-June for nearly 2 months. In defense, Respondent contends that it was furnished in a timely manner. To support its argument, Respondent faults Gonzales and Chavez for much of the delay because they failed

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<sup>8</sup> Chavez made a passing reference to "quite a few Step B decisions," requiring management to provide the union with requested information "within three business days" or send us a letter letting us know they cannot provide the information within that time frame.

<sup>9</sup> According to Gonzales' account, Montoya emailed a request to the district payroll office in Arizona seeking copies of the two payroll summaries for Quintana that Chavez had originally requested in June. They then continued meeting for about 3 hours on other matters. By that time, Montoya received a response to her email with the two 1-page summaries attached and provided them to him. The account set forth above is based on a compilation of the testimony provided by Yarbrow and Montoya that I find to be mutually corroborative. Accordingly I have credited Yarbrow and Montoya on this particular point.

to inform Yarbrow of the pending request in the latter part of June at an introductory meeting she had with them shortly after being designated as the acting Santa Fe postmaster. Hence, the Respondent's argument implies, the time between their meeting in late June and the end of July when Yarbrow learned of Chavez' unfair labor practice charge should be attributed to the Union's failure to respond to Yarbrow's question at their late June meeting instead of Respondent's inattention. For that reason, Respondent's argument continues, the measure of the delay should start with the time Yarbrow learned of the request on or around July 29. Viewed in this manner, Respondent claims that the delay should not be considered unreasonable.

Respondent's argument lacks merit. As it turned out, the information sought in this instance was relatively simple. It amounted to nothing more than a request for an individual's detailed pay calculation for two particular pay periods that would itemize particular deductions from his gross pay that had been lumped together on his pay slip as "miscellaneous deductions." Union Steward Chavez sought the information from two different supervisors who apparently transferred to other locations within a couple of weeks after each of her requests. Regardless, even a 2 week delay in furnishing this type of information strikes me as borderline. Moreover, the third supervisor with whom she met at the ISA grievance level was seemingly unconcerned with the fact that the twice-requested information had not been provided. As a consequence, the grievance continued on to the FSA level. Through all of this, none of the three supervisors seemingly followed an internal policy requiring them to log in the information request with the postmaster's secretary. Worse yet, in this instance the supervisors dealing with the problem at the ISA grievance step level themselves would obviously lack the information necessary to intelligently discuss the question presented by Quintana's pay issue.

The NALC collective-bargaining agreement clearly contemplates that management honor preliminary information requests for the purposes of evaluating potential grievances at the ISA level. This situation illustrates the value of this requirement. Once the information was furnished, both sides could readily agree that the deductions from the pay of the represented employee were valid. Without the information, neither side would have been in a position to analyze and deal with the problem at all. Had the information been timely provided, it is likely that this matter would have been resolved promptly in June when it first arose.

Although Yarbrow's efforts eventually resulted in the resolution of the substantive aspect of the Quintana grievance, I find that they came well after the damage to the collective-bargaining process occurred. Accordingly, find that Respondent violated Section 8(a)(5) and (1) by the unreasonable delay that occurred in furnishing the Chavez' June 19 and July 15 information requests in the Quintana matter.

#### 4. The Silver City Charge

**1. Relevant Facts as to Complaint Paragraphs 6(f), (n) and (v):** These connected allegations arise from the charge Branch 1509 filed in Case 28–CA–111887 on August 21, 2013. Complaint paragraph 6(f) alleges that on August 7, 2013, Branch 1509 requested that Respondent provide it with a copy of the "personal attendance policy" referenced by the Silver City Postmaster Robert Ponce during a telephone conversation with Branch 1509 President Zeke Gonzales 2 days

earlier.<sup>10</sup> Complaint paragraph 6(n) alleges that this information is necessary and relevant for Branch 1509 to perform its collective-bargaining duties and complaint paragraph 6(v) alleges that Respondent has failed and refused to furnish the requested information. Respondent's answer admits that the requested information is necessary and relevant but otherwise denies that it failed to provide the requested information. The answer affirmatively alleges that Respondent furnished the requested information on August 16.

On July 11, 2013, Gonzales received a warning letter about his work attendance. He filed a grievance protesting the warning on July 18, 2013. (GC Exh. 25) There being no resolution at the ISA level, Gonzales appealed his grievance and the FSA meeting was scheduled for August 8.

On August 5, 2013, NALC designated Branch 504 Vice President Angel Martinez as FSA Representative for this grievance. Later on August 5, Martinez called Postmaster Ponce, the FSA designee for management, on August 5 to discuss the grievance. During this call Martinez attempted to convince Ponce to withdraw the warning letter citing procedural defects and other infirmities. Ponce refused saying, according to Martinez, that Gonzales' warning letter conformed to his "own personal attendance policy." Ponce, however, denied that he ever made a reference to any personal attendance policy or that had relied on any such personal policy when he issued the warning. Otherwise, the two men agreed to schedule their FSA meeting for August 20.

On August 7 Martinez faxed Ponce an information request seeking to have the so-called personal attendance policy allegedly mentioned during their August 5 telephone exchange provided to the Union at the FSA meeting still scheduled for August 8. Although confused by the request, Ponce did not seek a clarification from Martinez. However, when Ponce spoke to Martinez on August 7, they agreed to reschedule the Gonzales' FSA meeting for August 20 because of a family medical problem requiring the postmaster's attention on August 8.

Just before 11 a.m. on August 15, Ponce called Martinez seeking to reschedule the Gonzales grievance FSA meeting again because of a conflict with a training session he had to attend on August 20. Ponce sought to have the meeting changed to the following day or any other day thereafter that week. Martinez promised to respond later that day. Ponce claims that he never spoke to Martinez again about the Gonzales grievance.

Around 5:30 p.m. on August 15, Martinez sent Ponce an email reflecting a hostile tone that rejected Ponce's request for another postponement and threatening that if they did not meet that day he would "forward the grievance to the DRT as a refusal to meet." In addition, Martinez insisted that Ponce furnish the information requested on August 7 and further threatened that if it was not provided by August 19, the Union would pursue legal actions including charges with the NLRB.

When Ponce opened and read Martinez' email on August 16, he promptly sent Martinez a copy of the Postal Service's "Attendance Control Guidelines" developed by the Arizona District

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<sup>10</sup> The facts establish that Postmaster Ponce and Angel Martinez, the Branch 504 vice president, participated in the referenced telephone conversation. Although the call concerned a grievance resulting from an attendance warning letter issued to Silver City letter carrier Zeke Gonzales, the president of Branch 1509, NALC assigned Martinez to process this particular grievance. No evidence shows that Gonzales participated in the relevant telephone conversation.



Labor Relations office to assist its managers and supervisors to control unscheduled absences. Ponce claims he relied on these guidelines at the time he issued Gonzales' warning.

After unsuccessfully attempting to reach Martinez twice on August 19 about his unresolved schedule conflict the following day, Ponce emailed him offering to meet on the Gonzales grievance at anytime on August 21, 22, or 23. Ponce also noted that he had provided the information requested by the Union and had responded to his requests for a meeting. Contrary to Ponce's claim that he heard nothing in response, Martinez asserts that he spoke to Ponce by telephone that day and informed him that the Attendance Control Guidelines document provided to the Union was not the personal attendance policy Ponce alluded to in their August 5 telephone call. On August 21, Gonzales filed the underlying unfair labor practice charge.

**Analysis and Conclusions:** The General Counsel argues that Respondent violated 8(a)(5) and (1) because it failed to inform the Union in a timely manner that the information requested does not exist. The General Counsel cites *United States Postal Service*, 332 NLRB 635 (2000) in support of the proposition he advances here. The Respondent argues that Ponce timely furnished the requested information and that this issue resulted from Martinez' presumptuous conclusion that the document provided on August 16 was not the policy Ponce referred to when they spoke on August 5.

I conclude that the General Counsel failed to prove by a preponderance of the evidence that the Respondent, by Ponce's conduct, acted in bad faith by failing to either provide the information requested or by failing to inform the Union that the requested information did not exist. The Postal Service case cited by the General Counsel is factually distinguishable from this situation.

At the outset, the General Counsel's argument seemingly presumes that Ponce's failure to respond to the information request Martinez faxed on August 7 until August 16 amounted to unreasonable delay. This argument fails to accurately account for the facts. Martinez' August 7 request asked Ponce to provide with the described information *at the FSA meeting*, which was then scheduled for August 8. No evidence shows that the information request came up at all when the parties agreed later that day to reschedule their FSA meeting to August 20. Since Martinez' original request sought to have the information provided at the FSA meeting, I find that it was incumbent upon him to request that it be provided earlier when that meeting was rescheduled. The first indication that Martinez wanted the requested information sooner came in his August 15 email. Ponce responded the very next day, Friday, August 16. Accordingly, I find that Ponce timely produced the information he perceived to have been requested.

Finally, Martinez himself asserted that any attendance policy derived from anything other than the collective-bargaining agreement or ELM Section 513 was, in his view, a "personal" policy. No one sought to establish whether or not the guidelines document Ponce provided met Martinez' contractually-based definition. Regardless, the test for whether Ponce provided the correct information is not established by Martinez; it is established by the Board and the courts. In this circumstance, I find it reasonable for Ponce to perceive the August 7 request as asking for the material he relied upon in issuing the Gonzales' warning especially where, as here, he claimed that he never said he had used the word "personal" in his August 5 discussion with Martinez. As I found Ponce to be by far the more convincing witness while testifying before me, I credit that claim and his

further claim that he provided Martinez with the document that he relied on when he fashioned his warning letter to Gonzales.<sup>11</sup> For these reasons, I recommend dismissal of this allegation.

#### CONCLUSIONS OF LAW

1. By its failure to timely provide necessary and relevant information requested by NALC Branch 504 on July 9, 2013, and September 13, 2013, for the performance of collective-bargaining duties, Respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(5) and (1) and Section 2(6) and (7) of the Act.

2. By its failure to provide the relevant and necessary information requested by NALC Branch 1069 on June 1, 2013, for the performance of its collective-bargaining duties, Respondent has engaged in an unfair labor practice affecting commerce within the meaning of Section 8(a)(5) and (1) and Section 2(6) and (7) of the Act.

3. By its failure to timely provide the necessary and relevant information requested by NALC Branch 989 on June 19, 2013, and again on July 15, 2013, for the performance of its collective-bargaining duties, Respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(5) and (1) and Section 2(6) and (7) of the Act.

4. Respondent did not engage in any of the other alleged unfair labor practices alleged.

#### REMEDY

In view of Respondent's unfair labor practices, my recommended order requires it to cease and desist and to take affirmative action designed to effectuate the policies of the Act.

Specifically, to the degree that Respondent still has not furnished any of the relevant and necessary information, it must do so now. In addition, Respondent will be required to post a notice at the relevant facilities informing employees of the outcome of this matter.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended<sup>12</sup>

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<sup>11</sup> Counsel for the General Counsel called Ponce as an adverse witness. Throughout counsel's blistering examination, Ponce displayed remarkable composure, courtesy, and consistency. By contrast, I found Martinez' testified on occasion in an overly argumentative, and self-serving manner, sometimes with logic I found challenging. Accordingly, I credit Ponce over Martinez wherever their testimony conflicts.

<sup>12</sup> If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

## ORDER

Respondent, United States Postal Service at Albuquerque, Roswell, and Santa Fe, New Mexico, its officers, agents, successors, and assigns, shall

1. Cease and desist from

a. Refusing to bargain collectively the National Association of Letter Carriers (NALC) by failing to provide, or failing to timely provide, information requested by agents acting its behalf that is necessary and relevant for it to perform its collective-bargaining duties.

b. In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

a. Within 14 days, provide the information requested by NALC Branch 1069 with the information its agent requested on June 1, 2013.

b. Within 14 days after service by the Region, post copies of the attached “Appendix A” at its facilities in Albuquerque, copies of the attached “Appendix B” at its facilities in Roswell, and copies of the attached “Appendix C” at its facilities in Santa Fe.<sup>13</sup> Copies of the respective notices, on forms provided by the Regional Director for Region 28, after being signed by the Respondent’s authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, the notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed any of the facilities involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since June 1, 2013.

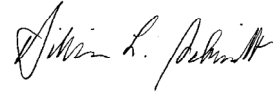
c. Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

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<sup>13</sup> If this Order is enforced by a judgment of a United States court of appeals, the words in the respective notices reading “Posted by Order of the National Labor Relations Board” shall read “Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board.”

IT IS FURTHER ORDERED that the complaint is dismissed insofar as it alleges violations of the Act not specifically found.

Dated, Washington, D.C. November 25, 2014



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WILLIAM L. SCHMIDT  
Administrative Law Judge

## APPENDIX A

### NOTICE TO EMPLOYEES

Posted by Order of the  
National Labor Relations Board  
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this Notice.

#### FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union  
Choose representatives to bargain with us on your behalf  
Act together with other employees for your benefit and protection  
Choose not to engage in any of these protected activities

**WE WILL NOT** fail and refuse to bargain in good faith with the National Association of Letter Carriers, Branch 504 (Union) by failing to provide the Union, in a timely manner, information that is necessary and relevant to the Union's performance of its duties as the collective-bargaining representative of the employees in the appropriate unit located in Albuquerque.

**WE WILL NOT** in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

United States Postal Service

(Employer)

Dated \_\_\_\_\_ By \_\_\_\_\_  
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: [www.nlrb.gov](http://www.nlrb.gov).

2600 North Central Avenue, Suite 1800

Phoenix, Arizona 85004-3099

Hours: 8:15 a.m. to 4:45 p.m.

602-640-2160.

The Administrative Law Judge's decision can be found at [www.nlrb.gov/case/28-CA-108760](http://www.nlrb.gov/case/28-CA-108760) or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1099 14th Street, N.W., Washington, D.C. 20570, or by calling (202) 273-1940.



**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, 602-640-2146.

APPENDIX B

NOTICE TO EMPLOYEES

Posted by Order of the  
National Labor Relations Board  
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this Notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union  
Choose representatives to bargain with us on your behalf  
Act together with other employees for your benefit and protection  
Choose not to engage in any of these protected activities

**WE WILL NOT** fail and refuse to bargain in good faith with the National Association of Letter Carriers, Branch 1069 (NALC, Branch 1069), by failing to provide the Union with information that is necessary and relevant to the Union's performance of its duties as the collective-bargaining representative of the employees in the appropriate unit located in Roswell.

**WE WILL NOT** in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

**WE WILL** provide to Branch 1069 of the National Association of Letter Carriers the information it requested on June 1, 2013.

United States Postal Service

(Employer)

Dated \_\_\_\_\_ By \_\_\_\_\_  
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: [www.nlrb.gov](http://www.nlrb.gov).

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## APPENDIX C

### NOTICE TO EMPLOYEES

Posted by Order of the  
National Labor Relations Board  
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this Notice.

#### FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union  
Choose representatives to bargain with us on your behalf  
Act together with other employees for your benefit and protection  
Choose not to engage in any of these protected activities

**WE WILL NOT** fail and refuse to bargain in good faith with the National Association of Letter Carriers, Branch 989 (Union) by failing to provide the Union, in a timely manner, information that is necessary and relevant to the Union's performance of its duties as the collective-bargaining representative of the employees in the appropriate unit located Santa Fe.

**WE WILL NOT** in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

United States Postal Service

(Employer)

Dated \_\_\_\_\_ By \_\_\_\_\_  
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: [www.nlrb.gov](http://www.nlrb.gov).

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